

## **North Coast Natural Solutions, LLC**

*December 12, 2018*

Dear **TeNita Bryant**,

I am pleased to confirm our verbal offer of employment to you for a **regular full-time** position with **North Coast Natural Solutions, LLC** as a **VP of Human Resources**, effective **December 12, 2018**. As discussed, this offer is conditional upon completion of satisfactory references that could include, but is not necessarily limited to, a review of past employment and education records.

The details of our offer, including the terms and conditions of your employment, are attached as Schedule "A."

Please take the time to carefully review our offer. This letter, along with the enclosed schedules, outlines the obligations of both **North Coast Natural Solutions, LLC** and yourself with respect to your employment conditions, and is governed by the laws in the State of Ohio. It details the terms and conditions of your employment with **North Coast Natural Solutions, LLC**, and will form our agreed upon employment contract with you once signed.

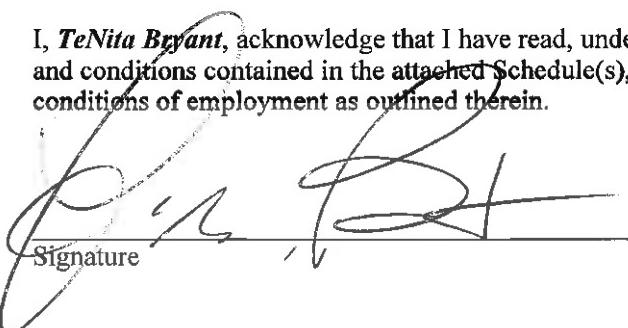
Accepting employment will be conditional upon agreeing to and signing the attached copy of this letter and the attached Schedule(s), initialing each page in the right-hand corner, and returning it to me upon your earliest convenience, but prior to your first day of employment.

**TeNita Bryant**, we look forward to welcoming you to **North Coast Natural Solutions, LLC** team and wish you a successful and rewarding career with us.

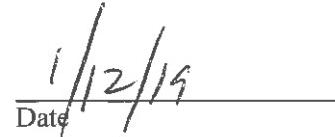
Sincerely,

*Ty Williams*  
**CEO of North Coast Natural Solutions, LLC**

I, **TeNita Bryant**, acknowledge that I have read, understood and accept this offer and the terms and conditions contained in the attached Schedule(s), and agree to be bound by the terms and conditions of employment as outlined therein.



Signature



Date 1/12/19

## Schedule A

**NORTH COAST NATURAL SOLUTIONS, LLC TENITA BRYANT**  
**Terms and Conditions of Employment**

The following outlines the terms and conditions of employment with ***North Coast Natural Solutions, LLC and TeNita Bryant***. North Coast Natural Solutions, LLC reserves the right to change these terms and conditions as necessary, with due notice.

<b>Title</b>	<b>VP of Human Resources</b>
<b>Initial Reporting Relationship</b>	<b><i>TeNita Bryant, VP of Human Resources</i></b>
<b>Responsibilities</b>	<p>A copy of your position description is attached as Schedule "B."</p> <p>While employed by North Coast Natural Solutions, LLC, you agree to work on a full-time basis exclusively for North Coast Natural Solutions, LLC and agree that you shall not, while you are employed by North Coast Natural Solutions, LLC, be employed or engaged in any capacity, in promoting, undertaking or carrying on any other business that competes with North Coast Natural Solutions, LLC or interferes or could reasonably interfere with your duties to North Coast Natural Solutions, LLC without our prior written permission.</p>
<b>Salary</b>	<b><i>Amount \$131,000 per annum</i></b>
<b>Signing Bonus</b>	<b><i>Amount \$25,000</i></b>
<b>Expense Account</b>	<b><i>Amount \$3,000 per month</i></b>
<b>Company Vehicle</b>	<b><i>A company vehicle will be provided during employment at North Coast Natural Solutions, LLC</i></b>
<b>Status</b>	<b><i>Full-time</i></b>
<b>Start Date</b>	<b><i>TBD</i></b>
<b>Hours of Work</b>	North Coast Natural Solutions, LLC's core hours of operation are Monday to Friday from <b><i>8:30am to 5:30pm</i></b> . Employees are expected to work a minimum of 40 hours per week.
<b>Payroll Schedule</b>	Your salary will be paid to you on a <b><i>biweekly</i></b> basis, less required deductions, ( <i>through direct deposit</i> )
<b>Vacation</b>	You will be entitled to Two (2) weeks of vacation annually. Any further increase is subject to policy. Vacation is to be taken at such time as is determined by or acceptable to North Coast Natural Solutions, LLC.
<b>Sick and Personal Days</b>	You will be entitled to Seven (7) sick days and Five (5) personal days annually.
<b>Holidays</b>	You will be entitled to Three (3) Floating Holidays and ALL Federal Holidays annually.
<b>Benefits</b>	You shall be entitled to participate in all benefit plans of <b><i>North Coast Natural Solutions, LLC</i></b> as may be made available to employees of <b><i>North Coast Natural Solutions, LLC</i></b> . You will receive complete details of all benefits plans as part of your new employee orientation, and enrollment will take place ( <i>immediately</i> ) OR ( <i>once you meet the eligibility criteria</i> ).
<b>Travel</b>	As per the requirements of your position, you will be expected to travel up to 1% of the time.
<b>Probationary Period</b>	To assess your fit within <b><i>North Coast Natural Solutions, LLC</i></b> , the first three (3) months of your employment will constitute a probationary period. At any time during this probationary period, <b><i>North Coast Natural</i></b>

	<p><b>Solutions, LLC</b> may terminate your employment without cause and without advance notice or pay in lieu of notice. If this occurs, we would have no further obligation to you, financial or otherwise.</p>
<b>Policies and Standards</b>	<p><b>North Coast Natural Solutions, LLC</b> has established a variety of policies and standards that ensure a safe, enjoyable working environment. During the period of your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the North Coast Natural Solutions, LLC. It is agreed that the introduction and administration of these policies is within the sole discretion of <b>North Coast Natural Solutions, LLC</b> and that these policies do not form a part of this Agreement. It is agreed that if <b>North Coast Natural Solutions, LLC</b> introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement.</p>
<b>Confidentiality and Intellectual Property</b>	<p>Our offer of employment is conditional upon you agreeing to and abiding by the "Confidentiality and Proprietary Information Agreement." Attached Schedule "C."</p>
<b>Non Solicitation</b>	<p>You hereby agree that, while you are employed by <b>North Coast Natural Solutions, LLC</b> and for five (5) years following the termination of your employment with <b>North Coast Natural Solutions, LLC</b>, you will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of, any <b>North Coast Natural Solutions, LLC</b> employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of <b>North Coast Natural Solutions, LLC</b> in a manner that conflicts with or interferes in the business of <b>North Coast Natural Solutions, LLC</b> as conducted with such customer or supplier.</p>
<b>Representation</b>	<p>You hereby represent and warrant to <b>North Coast Natural Solutions, LLC</b> that you are not party to any written or oral agreement with any third party that would restrict your ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform your obligations hereunder and that you will not, by joining <b>North Coast Natural Solutions, LLC</b>, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favour of any third party.</p>
<b>Changes to Duties and/or Compensation</b>	<p>If your duties or compensation should change during the course of your employment with <b>North Coast Natural Solutions, LLC</b>, the validity of our agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.</p>
<b>Resignation</b>	<p>Should you wish to resign your employment with <b>North Coast Natural Solutions, LLC</b>, you will be required to provide <b>Two (2)</b> weeks' written notice to enable us to transition your work.</p>
<b>Termination</b>	<p><b>North Coast Natural Solutions, LLC</b> may terminate your employment at any time for cause.</p> <p>After the end of your probationary period, <b>North Coast Natural Solutions, LLC</b> may terminate your employment without cause at any time by providing you with the minimum notice, or pay in lieu of such notice, and any severance pay required by the <i>Employment Standards Act, 2000</i> and no more.</p> <p>In the event a temporary layoff is ever required, it may be implemented in</p>

	accordance with the requirements of the <i>Employment Standards Act, 2000</i> .
<b>At-Will employment</b>	<p>your employment has been and continues to be “at-will.” This means that during the course of employment with the Company, employees are free to terminate their employment with the Company at any time, with or without a reason, and the Company has the right to terminate employees at any time, with or without a reason. Although the Company may choose to terminate an employee for cause, cause is not required.</p> <p>No one other than the President of the Company has the authority to alter this at-will employment arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this at-will arrangement. Furthermore, any such agreement must be in writing and must be signed by the President of the Company.</p>
<b>Legal Advice</b>	If you are uncertain about the contents of this offer, we suggest that it may be advisable to seek independent legal advice prior to signing.

**Schedule B**  
**Job Description**

- Collaborate with management team to craft the company's vision and mission
- Develop strategic HR plans and policies (recruitment, training, compensation etc.)
- Hire, guide and evaluate the work of HR executives
- Decide and act on initiatives for equal opportunity, diversity etc.
- Assume responsibility of labor and employee relations
- Re-engineer processes to ensure maximum efficiency
- Ensure all procedures comply with legal regulations
- Analyze the effectiveness of HR operations and policies
- Prepare reports for the CEO using business metrics and KPIs

## Schedule C

### **Employee Covenants Confidentiality and Proprietary Information Agreement**

In consideration of employment as an employee or engagement as an independent contractor with *North Coast Natural Solutions, LLC* ("North Coast Natural Solutions, LLC"), the undersigned (the "Participant") agrees and covenants as follows:

1. Employment with North Coast Natural Solutions, LLC as an employee or engagement with North Coast Natural Solutions, LLC as an independent contractor, as the case may be (the "**Engagement**"), will give the Participant access to proprietary and confidential information belonging to North Coast Natural Solutions, LLC, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as "**Confidential Information**"). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains the confidential and proprietary information of North Coast Natural Solutions, LLC.
2. As referred to herein, the "**Business of North Coast Natural Solutions, LLC**" shall relate to the business of North Coast Natural Solutions, LLC as the same is determined by the Board of Directors of North Coast Natural Solutions, LLC from time to time.
3. The Participant may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of North Coast Natural Solutions, LLC, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as "**Proprietary Property**"). North Coast Natural Solutions, LLC shall exclusively own all Proprietary Property which the Participant conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trademark rights in or relating to the Proprietary Property. For greater certainty, the Participant hereby assigns to North Coast Natural Solutions, LLC any and all rights that the Participant may have or obtain in or to the Proprietary Property. Material or information conceived, developed or contributed to by the Participant outside work hours on North Coast Natural Solutions, LLC's premises or through the use of North Coast Natural Solutions, LLC's property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of North Coast Natural Solutions, LLC. The Participant shall keep full and accurate records accessible at all times to North Coast Natural Solutions, LLC relating to all Proprietary Property and shall

promptly disclose and deliver to North Coast Natural Solutions, LLC all Proprietary Property.

4. The Participant shall, both during and after the Engagement, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of North Coast Natural Solutions, LLC. The Participant may, however, use or disclose Confidential Information which:
  - (i) is or becomes public other than through a breach of this Agreement;
  - (ii) is known to the Participant prior to the date of this Agreement and with respect to which the Participant does not have any obligation of confidentiality; or
  - (iii) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Participant informs North Coast Natural Solutions, LLC of such requirement in sufficient time to allow North Coast Natural Solutions, LLC to avoid such disclosure by the Participant.

The Participant shall return or destroy, as directed by North Coast Natural Solutions, LLC, Confidential Information and Proprietary Property to North Coast Natural Solutions, LLC upon request by North Coast Natural Solutions, LLC at any time. The Participant shall certify, by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.

5. The Participant covenants and agrees not to make any unauthorized use whatsoever of or to bring onto North Coast Natural Solutions, LLC's premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Engagement. The Participant agrees and represents that the Engagement and the execution of this Agreement do not and will not breach any agreement to which the Participant is currently a party or which currently applies to the Participant.
6. At the reasonable request and at the sole expense of North Coast Natural Solutions, LLC, the Participant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure North Coast Natural Solutions, LLC's ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to North Coast Natural Solutions, LLC written assignments of all rights to North Coast Natural Solutions, LLC and any other documents required to enable North Coast Natural Solutions, LLC to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as North Coast Natural Solutions, LLC considers advisable anywhere in the world.

7. The Participant hereby irrevocably and unconditionally waives all moral rights the Participant may now or in the future have in any Proprietary Property.
8. The Participant agrees that the Participant will, if requested from time to time by North Coast Natural Solutions, LLC, execute such further reasonable agreements as to confidentiality and proprietary rights as North Coast Natural Solutions, LLC's customers or suppliers reasonably required to protect Confidential Information or Proprietary Property.
9. Regardless of any changes in position, salary or otherwise, including, without limitation, termination of the Engagement, unless otherwise stipulated pursuant to the terms hereof, the Participant will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.
10. The Participant agrees that the Participant's sole and exclusive remedy for any breach of this Agreement or any other agreement by North Coast Natural Solutions, LLC will be limited to monetary damages and that the Participant will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.
11. The Participant acknowledges that the services provided by the Participant to North Coast Natural Solutions, LLC are unique. The Participant further agrees that irreparable harm will be suffered by North Coast Natural Solutions, LLC in the event of the Participant's breach or threatened breach of any of his or her obligations under this Agreement, and that the North Coast Natural Solutions, LLC will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Participant from engaging in or continuing any such breach hereof. Any claims asserted by the Participant against North Coast Natural Solutions, LLC shall not constitute a defense in any injunction action, application or motion brought against the Participant by North Coast Natural Solutions, LLC.
12. This Agreement is governed by the laws of the State of Ohio and the Participant agrees to the non-exclusive jurisdiction of the courts of the State of Ohio in relation to this Agreement.
13. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.